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The system of public law restrictions on agricultural land tenancy in Hungary and the point of tensions it has caused

THESES OF THE DOCTORAL THESIS

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I. The research objective and its background

Looking at our country's natural endowments, we can classically consider ourselves an agricultural country, with a significant part of the country's territory suitable for agricultural production. Agriculture has been our main economic sector for centuries. Our country served as the breadbasket of these empires during the Turkish occupation and the Austro-Hungarian Empire.[1] Soil is Hungary's most important renewable natural resource. According to academician György Várallyay[2] , Hungarian soil is one of the most fertile and purest on the continent. *"Generally speaking, Hungary's soil is much cleaner than Western European soils, because the bankruptcy of industry has reduced domestic pollution emissions and the large coal mines have closed."*[3] Although both agriculture and the food industry have lost share in recent years, the "agribusiness"[4] is still a major player in the national economy.[5] Not only in our country, but also in the wider community of the European Union, its importance is outstanding, as János Ede Szilágyi pointed it out in his work:

> "At the time of Hungary's accession, the volume of legislation related to agriculture and rural development accounted for approximately half of EU law (and food chain legislation - according to Hungarian legal categories - accounts for about half of this). In view of this, it can be concluded that without this specialised field, the functioning of the EU itself and EU law cannot be understood, as the huge volume of agricultural and rural development legislation is of importance beyond itself." [6]

With such endowments, agricultural policy has played and continues to play a key role.
And a well-functioning agriculture would require an optimal land structure. Although the distribution of land ownership is improving, there are still strong extremes so the role of land tenure rights in reshaping the land tenure structure is becoming more important. The Land Use Register contains data on 5.5 million ha of the almost 6 million ha of agricultural land in the

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[1] Melinda Pap: *The opportunities of Hungarian agriculture in the 21st century.* Budapest, BGF, 2007., http://elib.kkf.hu/edip/D_13863.pdf (downloaded on 13 July 2015).
[2] Széchenyi Prize-winning Hungarian agricultural engineer, agrogeologist, soil scientist, university professor, full member of the Hungarian Academy of Sciences.
[3] For details, see http://www.lelegzet.hu/archivum/2004/05/3017.hpp.html (retrieved 31 May 2023).
[4] The term agribusiness *(food and fibre sector)* was first coined in 1957 by J. H. Davies and R. A. Goldberg to reflect the fact that US agricultural activity was almost exclusively specialised in large-scale production, in contrast to the earlier model of partial self-sufficiency.
[5] Gábor Kovács: The importance of the agricultural sector for the national economy (The size and structure of the Hungarian agribusiness), *Agrárgazdasági Információk,* (2010) 9, 1-52, 17, and https://www.ksh.hu/docs/hun/xftp/idoszaki/mezo/mezoszerepe18.pdf (downloaded 31 May 2023).
[6] János Ede Szilágyi: Changes in the theory of agricultural law? *Miskolc Law Review,* 11 (2016) 1, 30-50.

country, excluding forest, which represents 93% coverage.[7] And of this 5.5 million hectares, about half is still used by tenant farmers, according to regular agro-economic reports. The table below[8] provides a numerical analysis of the different land titles.

Table 1. (own ed.) Land use titles

	Individual	Cooperative[9]	Business company	Other	Total
Own property	1 975 620	4683	486 304	171 934	2 638 541
Land tenancy	916 275	140 798	1 536 530	21 622	**2 615 225**
Risk-sharing tenancy	87 100	1821	31 199	586	120 707
Sharecropping	6998	797	3581	167	11 543
Use of land as a favour	523 263	804	36 793	1614	562 474
Contract of commodatum	383	2	168	20	573
Social land programme	12	0	0	0	12
Other	40 341	6479	53 457	22 714	122 990

The figures give an excellent indication that the most common legal title in the field of land use is land tenancy, so the examination of the rules of agricultural leasehold contracts is a topical issue. It is likely to remain topical for a long time to come, as the current rules provide for a closed range of land titles, which means that land users are faced with *a typological constraint* in terms of contracts. The owner of the land or, in the case of a usufruct, the usufructuary may only transfer the use of the land by way of lease, by way of a use of land as favour or, where

[7] See https://www.parlament.hu/irom41/01360/01360.pdf (retrieved 31 May 2023).
[8] The table was prepared using the Government's 2016 report on the agricultural economy, the figures in the table show the situation in December 2016, and the Government refers to this situation in its 2018 report on the agricultural economy.
[9] There have already been several excellent articles and monographs on the role of cooperatives in the agricultural economy, a detailed analysis of the topic is beyond the scope of a doctoral thesis, but we must highlight the high quality works of researchers Mária Réti, Csilla Csák, Klára Bak and Tamás Prugberger, see for example Csilla Csák, Tamás Prugberger: The possible role of the cooperative movement in today's agriculture. In Klára Gellén (ed.): Szeged, Iurisperitus, 2020. (Lectiones iuridicae.) 123-141., 123.; Mária Réti. International outlook, achievements, European and Hungarian regulatory bases. *Miskolci Jogi Szemle,* 17 (2022) 2, 345-356; Mária Réti: On the current rules of Hungarian cooperative law in the light of the provisions of the Civil Code. *Szövetkezés,* (2015) 1., 42-67.; Klára Bak. In Attila Menyhárd - István Varga (eds.). Budapest, ELTE Eötvös Kiadó, 2018. 328-338.; Klára Bak: On the characteristics of agricultural cooperatives and the Hungarian rules in force. *Szövetkezés,* (2015) 1, 105-121.

the legal conditions are met, by way of recreational use.[10] In other words, the lease, sharecropping and risk-sharing tenancy contracts which were previously legally established are no longer available. Tibor Kiss's monograph published in 2014 was the last comprehensive academic work to fully elaborate on the legal institution of leasehold, so the attempt to review the changes in the law and case law on the subject is perhaps also topical from a jurisprudential point of view.

A lease is a typical contract, well known in civil law, under which the lessee is entitled to the temporary use of the thing which produces a benefit or to exercise a right which produces a benefit and to receive the benefits, and is obliged to pay a rent in return. This type of contract was already regulated in the Private Law Bill of 1928,[11] as well as in the old[12] and the current Civil Code. The Civil Code establishes freedom of contract as a fundamental principle among the general rules on contracts. The private law code thus grants the parties in general freedom of choice of contract, freedom of choice of partner and freedom to formulate the content of the contract. As a corollary of the freedom to choose the content of the contract, the legislator has conferred on a large part of the rules of contract law a discretionary character, i.e. the parties may derogate from them by common consent. In this system, which is essentially based on dispositive rules, the legislator also regulates the rules on leases of usufruct in contracts of use, by providing that the rules on leases of goods are to be applied as a background rule. Land used for agriculture and forestry purposes is a profitable asset and thus the indirect object of leases in historical terms. However, agriculture, and agricultural land in particular, has always been subject to public law constraints on private law instruments. The reason for this is, of course, that *'land ... as a natural object is in limited supply and cannot be reproduced or replaced by anything else', its indispensability, its capacity for renewal, its particular sensitivity to risk and its low profitability embody a particular social bond of land ownership*.[13] However, it is not always the case that an essentially civil legal institution is subject to the strict constraints of public law. The land regime, which entered into force in 2014 in several stages, has brought about significant changes in the way land is used, which has naturally had an impact on agricultural land tenancy agreements. This has introduced restrictions of public law that were not previously applied, such as official authorisation and various conditional declarations of

[10] Section 38 (1) of the Land Traffic Act.
[11] By a lease, the lessor agrees to assign the temporary usufruct of a specific item of fruit or right, and the lessee agrees to pay a specified sum of money or other consideration - the rent. See Private Law Bill 1928, § 1533.
[12] Under a leasehold contract, the lessee is entitled to the temporary use and enjoyment of specified agricultural land or other beneficial use and is obliged to pay rent in return. See old Civil Code. § 452 (1).
[13] 35/1994 (VI. 24.) AB decision.

commitment, which represent a major break in the dispositive world of contract law. In principle, the Land Use Act and related legislation grant land use rights only to persons who are engaged in production and have the necessary expertise. Public law[14] interventions are of course historically present in this strategic sector, but the extent of these interventions is constantly changing, as is of course the scope for private law interventions. This has led me to formulate the questions that have guided the main thrust of my doctoral dissertation, namely:

- Are there specific agricultural contracts? If so, what makes a contract special? Is an agricultural contract a lease of land for agricultural use or merely a set of special civil law rules applicable to a particular subject matter?
- In the current legal context, can an agricultural lease contract still be considered a civil law contract, or is the public law interference so significant that the contract has lost its original character?
- If the agricultural lease is not considered a fully public contract, to what extent is the possibility and extent of public intervention limited? What are the public interest objectives and fundamental rules of civil law that bind the legislator in determining the extent of public intervention?

My starting points for answering these questions have always been the general rules of civil law, more specifically the rules of leases as a type of contract, as well as the principles of civil law and contract law in force, such as dispositive nature, freedom of contract, presumption of consideration, or even the principle of interpretation of the Civil Code. It was also necessary to outline the body of law designed to achieve the objectives of agricultural policy and to give a general description of the regulatory mechanism in this area, in order to assess the legislation in force and to take a position on the scope and characteristics of agricultural contracts and the reasons for, purpose and scope of public law interventions. I also had to examine, with only a few reflections, typical administrative contracts in order to distinguish land leases from (or even to identify similarities with) them. This enabled me to see, in addition to an overview of the main public law interventions in land leases, whether and in which areas there was still room for manoeuvre for the contracting parties under private law. In view of the above, I put forward the following hypotheses:

1. In the current regulatory environment, agricultural contracts are clearly a separate category and agricultural leases are considered to be agricultural contracts.

[14] By public law interventions throughout this thesis, I mean primarily the congruent norms of agricultural law, the norms of administrative law, without denying that "public law limits" as a concept is extremely broad.

2. The agricultural lease contract, despite the growing degree of public intervention, has retained its private nature.

II. Research methodology

The main text of the thesis is divided into 12 chapters and, after a dogmatic introduction, the basic logical framework is provided by the examination of the stages of the agricultural lease, such as its creation, validity, effectiveness, modification and termination. A review of these milestones naturally brings with it a separate chapter dealing with issues such as the subject matter of the contract and an analysis of the possible subjects of the contract. Also in a separate chapter, the issues where public law intervention is of particular importance, such as the duration of the contract, the lease, or even the legal instrument of the right of first refusal for lease, will be examined. These areas, which are significantly delimited by public law, were necessary to answer the questions I have posed above. However, there are a number of issues in relation to leases of land - for example, the question of contractual guarantees - where I did not feel that there was such a significant interference of public law and they have therefore not been included in this thesis. I have not examined in detail the specific rules of leases on land that is legally forest, as forest law and forest leases have a number of specificities that would merit a separate study, and the provisions on land that is part of the national land fund have not been dealt with in detail for similar reasons. Furthermore, the analysis of the sub-lease closely linked to the land and the rules of the land use register affecting all land use rights are also excluded from the scope of the thesis. I will of course seek to extend my research in this direction in due course.

In the structure of each chapter, I have always taken the civil law rules as a starting point and then tried to list the specific rules of land law that are relevant to the issue at hand. In the summaries of each chapter, I have tried to draw sub-conclusions by referring back to the questions that guided my research. In analysing each issue, I have drawn heavily on case law, trying to highlight the differences in case law and approach between civil and administrative colleges.

"Law has, among other things, a dogmatic nature. This means that without legal dogmatics we cannot talk about law, i.e. legal dogmatics plays a law-shaping and formative role in the formation, development and functioning of law", Miklós Szabó said. The method of legal

dogmatics will also play a prominent role in the present thesis. For many questions relating to the law in force, there is no single right answer, only possible, deducible answers. Often our eminent agrarian lawyers or private lawyers have different opinions on certain sub-questions, so the use of the dogmatic method was of primary importance to me.

I have also tried to provide a legal-historical analysis for almost all the sub-questions in the thesis. This historical analysis was carried out in two directions: on the one hand, I examined the historicity of private law rules, and on the other hand, I examined the legal history of the emergence of agricultural-specific norms, from which serious conclusions can be drawn regarding the timelessness and suitability of a public law norm, for example, in the case of land tenure maximums and the limitation of the duration of land leases. It has also been of considerable help in ensuring that I never lose sight of the economic essence and typical rules of what is essentially a civil law instrument - the lease - and, in some cases, that I examine specific restrictive rules in this light.

Although only to a small extent, the international comparative method is used in the thesis for certain sub-questions. An examination of the rules of successful nations that are outstanding in any respect, or that have similar problems to our own, can provide many ideas for further development of regulation. Along the central questions of the thesis (the scope of agricultural contracts, the public law limitations of the land lease contract and the remaining private law scope), I have extended the international analysis mainly towards national regulations where the agricultural sector is regulated in detail and where there is a significant public law intervention in the land lease rules. Thus, I chose French agricultural legislation, which is presented in the last chapter of this thesis.

An interdisciplinary research method is needed to deal with such a topic. The importance of this method has already been stressed by our earlier legal scholars: *'If the living, existing elements of law can only be placed within the framework of "Metajurisprudenz", then we must strive to cultivate it. The jurisprudence can only have its own right to exist if it exists as an applied science, otherwise it can be nothing more than a chapter of the system of philosophy",* Nizsalovszky's thoughts are. In a narrower sense, the thesis is inherently interdisciplinary, since throughout the essay I examine the coexistence of civil law and agricultural law, drawing in many cases on the work of administrative law and other scholars working in this field. Among the non-legal disciplines, I have primarily sought to use the results of economics, statistics and agricultural sciences, as this is the only way to understand and evaluate the regulation together.

III. Short summary of the research results

When I started my research, my first and very broad question was: are there specific agricultural contracts? If so, what makes a contract special? Is an agricultural contract a lease of land for agricultural use or merely a set of special civil law rules on a particular subject?

In my view, the scope of agricultural contracts can be clearly distinguished and the subject matter of the contract will be a decisive factor in determining the agricultural nature of the contract. If the indirect object of our contract is land for agricultural use, agricultural produce or an agricultural usufruct, then we can certainly classify the transaction as an agricultural contract. It is therefore worth summarising the consequences of this. First of all, we can identify the type requirement for agricultural contracts. This type restriction will be analysed in detail in this thesis in relation to land use rights, but a similar restriction will also be present in the area of agricultural property rights. Another feature of contracts in this area is the restriction on the choice of contracting partner, both directly and indirectly. In one or both contractual positions, only a specific group of persons, be it a farmer, a farmers' organisation or, for example, a hunting organisation in the case of a lease of a hunting right, may be involved. In the case of these special subjects, there is almost always a requirement to register with the authorities. The public law definition of the content of the contract may also be a specific criterion, which will be present to a different extent in different agricultural contracts. For the majority of contracts, a system of official authorisation is encountered, while the official authorisation of leasehold contracts is dealt with in a completely separate chapter. Specific grounds for invalidity, laid down in public law, appear in the case of a large number of agricultural contracts, which, in themselves and in combination with the limitations set out above, have a major impact on the freedom to formulate the content of contracts.

However, the mixed regulatory mechanism that characterises agricultural contracts is not unique, it is not specific to agriculture in the sense that it is a feature of all areas of law that pass through it. Just think how many public law restrictions we also encounter in the field of banking or capital markets law. In this area, too, the rules of the private code are only the cornerstone, on which a number of other laws are based, limiting the freedom of action of banks, financial undertakings, intermediaries and retail operators deriving from private law, and the whole system is supervised by the National Bank of Hungary as the supervisory body. But another

example in this sense is consumer protection law. There are fewer and fewer cases of 'purely private law' and more and more situations where public law and private law in the traditional sense go hand in hand or push each other and force each other to move. Traditionally, researchers in this field have reported the 'public lawisation' of agricultural law, but there are also examples of the opposite trend, where 'private lawisation' is taking place in an area traditionally described as public law. Is it possible that the mixed regulatory mechanism observed in the case of agricultural contracts will subsequently become a general feature in other areas?

If we start from the definition of agricultural law as a body of law intended to implement agricultural policy objectives, then the scope of agricultural contracts includes public and private contract law which (also) manages dynamic relations and is suitable for implementing agricultural policy objectives. For some of them, the economic interest of the parties will be the primary objective, and it will only be the public law limits, broadly applied by the legislator, that will make the contract suitable for indirectly helping to achieve an agricultural policy objective. In summary, agricultural contracts can be defined as any contract the subject of which is land for agricultural or forestry use, an agricultural product or an agricultural usufruct, and include public and private contracts in addition to those mentioned above which are suitable for implementing an agricultural policy objective, either directly or indirectly.

The agricultural lease is clearly an agricultural contract, since it concerns land used for agriculture and forestry. All the features mentioned in the general characteristics of agricultural contracts are present here, since this type of contract is also affected by the need for a standard form, the subjective limitation of the parties to the contract and the public law definition of the content of the contract. In my opinion, it is therefore clear that the lease of land has not remained in the civil law domain for decades, and that it is not possible to draw up a valid lease of land without knowledge of the relevant legislation. As the commentators of the Civil Code point out in the rules on leases as a type of contract:

> "For the leasing of certain things or rights, there are also special rules in separate laws reflecting specific legal policy objectives (see for example the rules on the leasing of agricultural land). The provisions of the Civil Code provide background legislation and help to understand and apply the basic conceptual and qualification structure of the leasehold relationship, but the most important leasehold relationship, the leasehold of agricultural land, is not only subject to separate legislation but has now become a separate specialised field of law. These regulations contain detailed provisions on the establishment of the leasehold, the system for its authorisation and its content, and also concern the management of these assets as an economic activity, going beyond the framework of civil law. Thus, the primary source of the content

> of these legal relationships is not the Civil Code, but specific legislation based on an independent regulatory logic reflecting direct social and economic policy objectives."

The land lease contract does indeed leave civil law, but it does not completely break away from it, since private law provides the framework and economic essence of the legal institution.

The agricultural lease is an agricultural contract, but can it still be considered a private contract or is the public law interference so significant that the contract has lost its original character? From the very beginning of the contractual process, we are already faced with serious subjective constraints. The well-established rules of private law are modified on the part of both the lessor and the lessee. On the landlord's side, the civil law norms apply only to land acquired under the previous land regimes, according to which the landlord can be the lessor if he has the right to transfer the right to use and receive the benefits. But he can no longer contract with anyone who feels able and willing to do so. Anyone who acquired his land title during the period of the new legislation and who is subject to a personal land use obligation will, as a rule, no longer be a beneficial owner. On the other hand, a special category of persons with agricultural expertise, who are only covered by the land use legislation and are not recognised by civil law, i.e. the farmer and the farmers' organisation, may be put in a contractual position on the side of the tenant.

If two suitable contracting parties can be found, i.e. a qualified tenant candidate with agricultural management skills and willingness and an owner who is not personally committed to the use of the land, then contract negotiations and negotiations can begin. Private law is the prevailing law in the land lease contract, the land use rules do not affect the land, so that this first period of the contract can be said to be a purely private period of the legal transaction. The public law does not deal in general and in principle with issues such as the essential content of the lease, the procedure for its conclusion or its specific forms. This is only broken by the rule in the Land Traffic Act that the agricultural administration will be entitled to examine whether the contract can be considered as a non-formed contract in the process of official approval.

The situation is different with regard to validity/invalidity, where public law is already present, and the law requires special public law validity conditions, commitment statements, which will also be subject to examination during the official approval. Although the public law invalidity grounds will significantly increase the number of invalid transactions due to the subjectivity, the space, the title limitations and the need for commitment statements, I maintain that there

may still be a significant number of transactions that are considered invalid due to the conflict with the fundamental private law prohibitions.

However, in the case of the right of prior tenancy, which is essentially a contractual legal institution, we can observe its transformation into a fully public law. Here, the preference for agricultural policy objectives and the pursuit of state objectives is clearly evident, and a private legal instrument is used for this purpose. In a somewhat similar way, this is also the case with official approval as a condition for the validity of a contract, which is completely alien to private law, and was not even recognised in the earlier land laws after the change of regime. It is worth, however, to nuance the picture somewhat. Without the will to enter into a contract and the freedom to choose a partner, there is no official approval, as this is what will trigger the whole contracting process. Today, there is no basic legal obligation for a landowner/beneficiary to lease his or her land for agricultural or forestry use, nor is there any requirement to choose a contracting partner if he or she does so. Furthermore, although the main rule is that official approval is required, not all agricultural leases will be subject to official approval, and there will be overlapping contracts where we do not even have to expect the emergence of sub-tenants, so we will have a fair number of contracts where the legal transaction will remain more in the realm of private autonomy. The fate of the declarations of the pre-tenants and their possible inclusion in the contract will depend on the underlying legal transaction.

In my view, the regulation of leasing fees in its current form is in line with the essence of the legal instrument and, apart from the procedure for modifying the fees, there is "relatively" little public intervention compared to other areas, and I take a similar view on the duration of the contract. In the latter case, in addition, of course, to the fact that the minimum requirement of one marketing year can be justified by private law rules, the maximum duration is clearly introduced in the interests of agricultural policy objectives, since a lease could easily be concluded for an indefinite period under private law rules. The intervention is more pronounced as regards the termination of the contract and special grounds for termination, but this does not mean that the parties cannot also provide for other ordinary or extraordinary grounds for termination in their leasehold contract for their specific situation, so that in this sense they still have some room for manoeuvre and the issue of contractual guarantees remains entirely within the realm of private law.

As deduced above, I do not consider agricultural leases to be fully public contracts, but it is worth summarising the extent to which the possibility and extent of public intervention is limited. What are the public interest objectives and basic private law rules that bind the

legislator's hand in determining the extent of public intervention? My position on private law rules is relatively clear and stable. *"As a general rule, the parties may not depart from the rules defining the conceptual nature of legal instruments and the rules defining, for example, the grounds for invalidity or the consequences of invalidity*", Professor Vékás says on the subject. In other words, even within their private law margin of manoeuvre, the parties must not create rules which could distort the legal and economic essence of the legal institution of agricultural leasing and must, in their contractual relations, take account of the provisions of civil law and the law of obligations at the level of principle and the general rules.

However, it is much more difficult to grasp the justification for and the extent of public intervention, if only because it can change constantly. Over the past ten years, both the Land Traffic Act and the Fétv. (Act on transitional rules relating to the Land Traffic Act) have been amended very frequently, on average twice a year. Many of the questions I asked at the beginning of my research have been answered by the legislator, although often in a different way from the one I arrived at. In my view, the continuous changes in the law over the last ten years have been driven by the principles of land tenure policy, and in some cases, such as the transfer of contracts, have caused serious doctrinal confusion. Examining the preamble of Act LV of 1994 and the Land Traffic Act, as well as the amendments made to the law over the last decade, we can identify basic objectives such as:

- to help ensure uninterrupted production,
- promoting the creation and maintenance of competitive land holdings, and in this context
- preventing land fragmentation,
- promoting the population retention capacity of villages and rural areas, and is perhaps the most important objective today
- strengthening sustainable land use.

The degree of interference has increased in recent decades, but if I ask myself whether, after nearly 250 pages of public law restrictions, the leasehold contract has retained its private law character, the answer is clearly yes.

IV. List of publications on the subject of the thesis

Papik Orsolya Bernadett: Az előhaszonbérleti jog a mezőgazdasági földhaszonbérleti szerződések körében. *Ingatlanjog*, 1-1., (2021) 8-27.

Papik Orsolya Bernadett: Mezőgazdasági haszonbérleti szerződések nemzetközi kitekintéssel, *Jogi Tanulmányok jogtudományi előadások az Eötvös Loránd Tudományegyetem Állam- és Jogtudományi Kar doktori iskoláinak konferenciáján 2021. június 11*., (2021) 45-57.

Papik Orsolya Bernadett: A mezőgazdasági haszonbérleti szerződés megszűnése In: Menyhárd, Attila; Varga, István (szerk.) *350 éves az Eötvös Loránd Tudományegyetem Állam- és Jogtudományi Kara: a jubileumi év konferenciasorozatának tanulmányai (I.-II. kötet),* Budapest, ELTE Eötvös Kiadó, (2018), 339-351.

Papik Orsolya Bernadett: "Trends and current issues regarding member state's room to maneuver of land trade" panel discussion = „Tagállamok birtokpolitikai mozgásterével kapcsolatos trendek, aktuális kérdések" pódiumbeszélgetés, *Agrár- És Környezetjog / Journal Of Agricultural And Environmental Law*, 12. (2017), 132-159.

Papik Orsolya Bernadett: A mezőgazdasági termék, mint az agrárszerződések közvetett tárgya In: Gellén, Klára (szerk.) *Honori et virtuti: Ünnepi tanulmányok Bobvos Pál 65. születésnapjára*, Szeged, Iurisperitus Kiadó, 2017. 338-347.

Papik Orsolya Bernadett: Az agrárszerződések jellemzői a szerződési típusalkotás kérdéskörére tekintettel, *Jogi Tanulmányok,* 84. *(*2016)

Papik Orsolya Bernadett: A mezőgazdasági termékértékesítési szerződés nyomában, avagy a mezőgazdasági termékértékesítés normáinak továbbélése az új Ptk.-ban, *Agrár- És Környezetjog / Journal Of Agricultural And Environmental Law,* 18. (2015) 53-71.